

COUNCIL CHAMBERS -- CITY COUNCIL  
 CITY HALL -- CITY OF LODI  
 Thursday, April 9, 1936

A special meeting of the City Council of the City of Lodi, held pursuant to the preceding call of the Mayor, was held on the 9th day of April, 1936.

The meeting was called to order by the Mayor and on roll call the following answered present: Councilmen: Clark, Graffigna, Spooner, Weihe and Steele (Mayor). The following were absent: None.

After discussion of the offer of the United States of America to aid by way of loan and grant in financing the construction of a Hydro-electric generating plant, diesel electric generating plant and transmission line the following Resolution, numbered 342, and entitled "A RESOLUTION ACCEPTING THE OFFER OF THE UNITED STATES TO AID BY WAY OF LOAN AND GRANT IN FINANCING THE CONSTRUCTION OF A HYDRO-ELECTRIC GENERATING PLANT, DIESEL ELECTRIC GENERATING PLANT AND TRANSMISSION LINE" was proposed by Councilman Weihe and read in full:

RESOLUTION NO. 342

A RESOLUTION ACCEPTING THE OFFER OF THE UNITED STATES TO THE CITY OF LODI TO AID BY WAY OF LOAN AND GRANT IN FINANCING THE CONSTRUCTION OF A HYDRO-ELECTRIC GENERATING PLANT, DIESEL ELECTRIC GENERATING PLANT AND TRANSMISSION LINE.

Be it resolved by the City Council of the City of Lodi

Section 1. That the offer of the United States of America to the City of Lodi to aid by way of loan and grant in financing the construction of a hydro-electric generating plant, diesel electric generating plant and transmission line, a copy of which offer reads as follows:

FEDERAL EMERGENCY ADMINISTRATION  
 OF PUBLIC WORKS

Washington, D. C.,

February 29, 1936

PWA Docket No. 5731.

City of Lodi,  
 San Joaquin Co., California.

1. Offer. The United States of America (herein called the "Government") hereby offers to aid in financing the construction of a hydro-electric generating plant, Diesel electric generating plant and transmission line (herein called the "Project") by making a loan and grant to the City of Lodi (herein called the "Applicant") not exceeding in the aggregate the sum of \$300,000.

2. Method of Making Loan. The Government will purchase, at the principal amount thereof plus accrued interest, from the Applicant, obligations of the description set forth below (or such other description as shall be mutually satisfactory) in the aggregate principal amount of \$468,000, less such amount of such obligations, if any, as the Applicant may sell to purchasers other than the Government.

- (a) Obligor: City of Lodi;
- (b) Type: Negotiable, general obligation coupon bond.
- (c) Denomination: \$1,000; (d) Date: September 1, 1935;
- (e) Interest Rate and Interest Payment Dated: 4 percent per annum, payable semi-annually on March 1 and September 1;
- (f) Place of Payment: At the office of the Treasurer of the City of Lodi, or, at the option of the holder, at a bank or trust company in the Borough of Manhattan, City and State of New York;
- (g) Registration Privileges: Registerable as to both principal and interest;

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- (h) Maturities: Payable, without option of prior redemption, on September 1 in years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1936 and 1937	\$13,000	1948 and 1949	\$19,000
1938 and 1939	14,000	1950 and 1951	20,000
1940 and 1941	15,000	1952 and 1953	21,000
1942 and 1943	16,000	1954 - 1956 (Both inclusive)	\$22,000
1944 and 1945	17,000	1957 and 1958	23,000
1946 and 1947	18,000	1959 and 1960	24,000

- (i) Security: Payable as to both principal and interest from ad valorem taxes which may be levied without limit as to rate or amount upon all the taxable property within the territorial limits of the Applicant.

3. Amount of Grant. The Government will make a grant in an amount equal to 80 per centum of the cost of the labor and materials employed upon the Project. The Government will make the grant either wholly by the payment of money, or partly by the payment of money and partly by the cancellation of obligations purchased pursuant to this offer or interest coupons attached thereto, in aggregate amount equal to the amount of the grant less the amount paid in money. In no event shall the grant, whether made partly by payment of money and partly by cancellation, or wholly by payment of money, be in excess of \$148,000.

4. Conditions Precedent. The Government will be under no obligation to take up and pay for any bonds which it herein offers to purchase or to make any grant:

- (a) Financial Condition. If the financial condition of the Applicant shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government;
- (b) Cost of Project. If it appears that the Applicant will not be able to complete the Project described in this offer for the sum allotted by the Government, or that the Applicant will not be able to obtain any funds which, in addition to such sum, shall be necessary to complete the Project;
- (c) Plans and Specifications and Certificate of Purposes. If the Applicant shall not have filed with the Government plans and specifications for the Project accompanied by a certificate of purposes setting out in detail the amounts and purposes of the expenditure which the Applicant proposes to make in connection with the Project, and the Government shall not have accepted such plans and specifications and such certificate of purposes as showing that the Project will be constructed in such a manner as to provide reasonable security for the loan to be made by the Government and to comply with Title II of the National Industrial Recovery Act in all other respects.

5. Interest of Member of Congress. No Member or Delegate to the Congress of the United States of America shall be allowed to participate in the funds made available for the construction of the Project or to any benefit arising therefrom.

6. Bonus or Commission. The Applicant shall not pay any bonus or commission for the purpose of obtaining an approval of the application.

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7. Information. The Applicant shall furnish the Government with reasonable information and data concerning the construction, cost, and progress of the work. Upon request the Applicant shall also furnish the Government, and any purchaser from the Government of at least 25 percent of the bonds, with adequate financial statements and other reasonable information and data relating to the Applicant.

8. Bond Circular. The Applicant shall furnish all such information in proper form for the preparation of a bond circular and shall take all such steps as the Government or any purchaser or purchasers from the Government of not less than 25 percent of the bonds may reasonably require to aid in the sale by the Government or any such purchaser or purchasers of any or all of the bonds.

9. Name of Project. The Applicant shall not name the Project for any living person.

10. Grant and Bond Payments:

- (a) Advance Grant: Upon acceptance of this offer, the Applicant may request an advance on account of the grant in an amount not exceeding 5 percent of the estimated cost of labor and materials to be employed on the Project. This advance grant may be used for paying architectural, engineering, and planning fees, costs of surveys, borings and other preliminary investigations, cost of preparation of plans, specifications and other forms of proposed contract documents, and cost of advertisements for bids for contracts, and the printing of the bonds, but not in payment for the acquisition of lands, easements, or rights-of-way. The request for this advance grant shall be accompanied by a signed certificate of purposes in which shall appear in reasonable detail the purposes for which such advance grant will be used;
- (b) Payment of Bonds. A requisition requesting the Government to take up and pay for bonds will be honored as soon as possible after such bonds are ready for delivery, if the bond transcript and other documents supporting such requisition are complete;
- (c) Intermediate Grant Requisitions. Simultaneously with the delivery of and payment for the bonds by the Government, or, when bonds are taken up and paid for in more than one installment, simultaneously with the delivery of and payment for the final installment, if the Applicant has so requisitioned and if such requisition is accompanied by a signed certificate of purposes showing in reasonable detail the purposes for which the funds will be used, and that such funds will be used for items properly included as part of the cost of the Project, the Government will make a grant of an amount representing the difference between the advance grant and an amount equal to 15 percent of said previously estimated cost of labor and materials to be employed upon the Project. When the Project shall be approximately 70 percent completed the Applicant may file its requisition for an additional grant in an amount which, together with the amount previously paid on account of the grant, is equal to 25 percent of the cost of labor and materials theretofore employed on the Project, but in no event in an amount exceeding the amount set forth in paragraph 3 hereof.

The intermediate grant requisitions will be honored if the documents necessary to support such requisitions are complete and work on the Project has progressed in accordance with the provisions of this offer relating thereto.

(c) Final Grant Payment. At any time after completing the project, the Applicant may file a requisition requesting the remainder of the grant which, together with all previous payments on account of such grant, shall be an amount not in excess of 50 percent of the actual cost of labor and materials employed upon the project, and not to exceed, in any event, the amount of the grant set forth in paragraph 5 hereof. The final grant requisition will be honored if the documents necessary to support it are complete and work on the project has been completed in accordance with the provisions of this order relating thereto;

(e) Construction Account. A separate account or accounts (herein collectively called the "Construction account") shall be set up in a bank or banks with the members of the Federal Deposit Insurance Corporation and of the Federal Reserve System. The advance grant, the intermediate grants, the proceeds from the sale of the bonds (exclusive of accrued interest and an amount, if any, representing interest during construction), the final grant, and any other moneys which shall be required in addition to the foregoing, to pay the cost of constructing the project shall be deposited in the construction account, promptly upon the receipt thereof. All accrued interest paid by the government at the time of delivery of the bonds shall be paid into a separate account (herein called the "Bond Fund"). Payments for the construction of the project shall be made only from the construction account;

(f) Disbursement of Moneys in Construction Account. Moneys in the construction account shall be expended only for such purposes as shall have been previously specified in the certificate of purposes filed with and accepted by the government. All moneys remaining in the construction account after all costs incurred in connection with the project have been paid shall either be used to purchase bonds, if any of the bonds are then held by the government, or be transferred to the bond fund; Use of Moneys in Bond Fund. Moneys in the bond fund shall be expended solely for the purpose of paying interest on and principal of bonds.

11. Construction of Project. The following policies have been adopted by the Federal Emergency Administration of Public Works in order to effectuate the purposes of Title II of the National Industrial Recovery Act, and the making of loan and grant herein set forth shall be subject to the condition that the Applicant, in the exercise of its lawful discretion, shall adopt said policies and comply therewith in the construction of the project;

(a) That if a project is to be constructed under contract, contracts should be awarded to the lowest responsible bidder pursuant to public advertisement and that every opportunity be given for free, open and competitive bidding for contracts for construction and contracts for the purchase of materials and equipment;

(b) That the use in the specifications or otherwise of the name of a proprietary product or the name of the manufacturer or vendor to define the material or product required, unless such name is followed by the term "or equal", is considered contrary to the policy of free, open and competitive bidding. Where such a specification is used in lieu of descriptive details of substance and function, the term "or equal" is to be liberally construed so that any material or article which will perform adequately the duties imposed by the general design will be considered satisfactory;

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- (c) That, in determining the lowest bidder for the supplying of materials and equipment, in the interest of standardization or ultimate economy, the contract may be awarded to other than the actual lowest bidder;
- (d) That, in order to insure completion of a project within the funds available for the construction thereof, faithful performance of construction contract will be assured by requiring performance bonds written in an amount equal to 100% of the contract price by one or more corporate sureties financially able to assume the risk and that such bonds will be further conditioned upon the payment of all persons supplying labor and furnishing materials for the construction of such project, except in cases in which it is required by the laws of California that protection for labor and materialmen be provided by a bond separate from the performance bond. In such latter case, a performance bond in an amount equal to 100% of the contract price supplemented by a separate labor and materialmen's bond in an amount not less than 80% of the contract price will be adequate;
- (e) That, if the work on any proposed construction contract is hazardous, the contractor will be required to provide public liability insurance and property damage insurance in amounts reasonably sufficient to protect the contractor and each subcontractor;
- (f) That minimum or other wage rates required to be predetermined by the law of California or local ordinance shall be predetermined, by the Applicant in accordance therewith, and incorporated in the appropriate contract documents. In the absence of applicable law or ordinance, the Applicant shall predetermine minimum wage rates, in accordance with customary local rates, for all the trades and occupations to be employed on the project, and incorporate them in the appropriate contract documents;
- (g) That the work shall be commenced as quickly as possible after funds are made available and be continued to completion with all practicable dispatch in an efficient and economical manner;
- (h) That the Project will be constructed in accordance with the provisions of the attached Exhibit A which is hereby made a part hereof; to insure this purpose appropriate provisions will be incorporated in all contracts (except subcontracts) for work to be performed at the site of the Project. (Exhibit A has been so worded that the provisions thereof, may, if the Applicant so desires, be inserted verbatim in such construction contract or contracts). If any of the provisions contained in Paragraphs 5 to 17 inclusive, of Exhibit A shall be held invalid, such invalidity shall not effect the validity and effectiveness of the other provisions of this offer.

12. The Administrator and the Government shall have no rights or power of any kind with respect to the rates to be fixed or charged by the project.

13. Upon acceptance of this offer by the Applicant, this offer shall supersede the prior offer dated October 12, 1966, made by the United States of America to the Applicant to aid in financing the construction of the Project.

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14. This offer is made with the express understanding that neither the loan nor the grant herein described is conditioned upon compliance by the Applicant with any conditions not expressly set forth herein. There are no other agreements or understandings between the Applicant and the Government or any of its agencies in any way relating to said Project or to the financing or the construction thereof.

UNITED STATES OF AMERICA

Federal Emergency Administrator  
of Public Works

BY (Sgd.) Horatio E. Hockett  
Assistant Administrator.

EXHIBIT "A"

1. (a) Convict Labor. -- No convict labor shall be employed on the project, and no materials manufactured or produced by convict labor shall be used on the project unless required by law.

(b) Thirty-hour Week. -- Except in executive, administrative and supervisory positions no individual directly employed on the project shall be permitted to work more than 8 hours in any 1 day nor more than 30 hours in any 1 week; PROVIDED, That this clause shall be construed to permit working time lost because of inclement weather or unavoidable delays in any 1 week to be made up in the succeeding 20 days.

2. Wages and Pay Rolls. -- (a) There shall be paid each employee engaged in the trade or occupation listed below not less than the hourly wage rate set opposite the same, namely:

Trade Occupation	Hourly Wage Rate
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(Insert Wage Schedule Here)

If after the award of this contract it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than such hourly rate of wage, fairly comparable to the above rates and such minimum wage rate shall be retroactive to the time of the initial employment of such person in such trade or occupation.

(b) Unless otherwise provided by law, claims or disputes pertaining to the classifications of labor under this contract shall be decided by the Owner whose decision shall be binding on all parties concerned.

(c) All employees shall be paid in full not less often than once each week and in lawful money of the United States, in the full amount accrued to each individual at the time of closing of the pay roll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions or rebates on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process: PROVIDED, HOWEVER, That this clause shall not be construed to prohibit the making of deductions for premiums for compensation and medical-aid insurance, in such amounts as are authorized by the laws of \_\_\_\_\_ to be paid by employee, in those cases in which, after the making of the deductions, the wage rates will not be lower than the minimum wage rates herein established.

(d) A clearly legible statement of all wage rates to be paid the several classes of labor employed on the work, together with a statement of the deductions therefrom for premiums for workmen's compensation and/or medical aid insurance authorized by the laws of \_\_\_\_\_, should such deductions be made, shall be posted in a prominent and easily accessible place at the site of the work, and there shall be kept a true and accurate record of the hours worked by and the wages, exclusive of all

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authorized deductions, paid to each employee, and the Government Inspector shall be furnished with sworn pay rolls in accordance with the "Regulations Issued Pursuant to So-called 'Kick-Back Statute.'"

3. (a) Labor preferences. -- Preference shall be given, where they are qualified, to ex-service men with dependents, and then in the following order: (1) to citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of (Political subdivisions and/or county) \_\_\_\_\_ and (2) to citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of (State, Territory, or District) \_\_\_\_\_. PROVIDED, That these preferences shall apply only where such labor is available, and qualified to perform the work to which the employment relates.

(b) Collective Bargaining. -- Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

4. Human Labor. -- The maximum of human labor shall be used in lieu of machinery wherever practicable and consistent with sound economy and public advantage; and to the extent that the work may be accomplished at no greater expense by human labor than by the use of machinery, and labor of requisite qualifications is available, such human labor shall be employed.

5. Insurance. -- The contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance. -- The contractor shall take out and maintain during the life of this contract adequate Workmen's Compensation Insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for the latter's employees, unless such employees are covered by the protection accorded by the contractor. In case any class of employees engaged in hazardous work under the contract at the site of the project is not protected under the Workmen's Compensation statute, or in case there is no applicable Workmen's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide, \_\_\_\_\_ for the protection of his employees not otherwise protected.

(b) Public Liability and Property Damage Insurance. -- The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including wrongful death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$\_\_\_\_\_ for injuries, including wrongful death, to any one person, and, subject to the same limit for each person, in an amount not less than \$\_\_\_\_\_ on account of one accident, and Property Damage Insurance in an amount not less than \$\_\_\_\_\_.

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Provided, However, that the Owner may accept insurance covering a subcontractor in character and amounts less than the standard requirements set forth under this subparagraph (b) where such standard requirements appear excessive because of the character or extent of the work to be performed by such subcontractor.

(c) The following special hazards shall be covered by rider or riders to the policy or policies required under the subparagraph (b) hereof or by separate policies or insurance in amounts as follows:

.....

6. Persons entitled to benefits of labor provisions. -- There shall be extended to every person who performs the work of a laborer or of a mechanic on the project or on any part thereof the benefits of the labor and wage provisions of this contract, regardless of any contractual relationship between the employer and such laborer or mechanic. There shall be no discrimination in the selection of labor on the ground of race, creed, or color.

7. Withholding payment. -- The owner may withhold from the contractor so much of accrued payments as may be necessary to pay to laborers or mechanics employed on the work the difference between the rate of wages required by this contract to be paid to laborers or mechanics on the work and the rate of wages actually paid to such laborers or mechanics, and disburse the withheld funds, for and on account of the contractor, in the amounts and to the employees to whom they are due.

8. Accident Prevention. -- Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

9. Domestic Materials. -- Unless contrary to law, in the performance of this contract the contractor, subcontractors, materialmen, or suppliers shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, except, unless otherwise required by law, foreign materials, articles, or supplies may be purchased, upon obtaining the consent of the Owner, if the foreign materials, articles, or supplies are lower in cost after the following differentials are applied in favor of domestic articles, materials, or supplies:

On purchases where the foreign bid is \$100 or less, a differential of 100% will apply;

On purchases where the foreign bid exceeds \$100, a differential of 25% will apply.

10. (a) Inspection. The Owner reserves the right to permit such inspectors and inspection as it sees fit and hereby requires that such inspectors shall have the right to inspect all work as it progresses, and shall have access to all pay rolls, records of personnel, invoices of materials, and any and all other data relevant to the performance of this contract. The contractor shall submit to the Owner, through his authorized agents, the names and addresses of all personnel and such schedules of the cost of labor, costs and quantities of materials, and other items, supported as to correctness by such evidence, as, and in such form as, the Owner, through his authorized agents, may require.

(b) Facilities shall be provided as set forth in the specifications for the use of the Government Inspector.

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11. Reports. -- The Contractor and each subcontractor shall report on forms to be furnished by the United States Department of Labor, the number of persons on their respective pay rolls directly connected with the project, the aggregate amounts of such pay rolls, and the man-hours worked, wage scales paid to the various classes of labor, and the total expenditures for materials. Forms will be supplied by the Department of Labor on the 15th of each month. The reports will cover all pay rolls from the 15th of the previous month to the 15th of the current month. One copy of each of such monthly reports is to be furnished to the State Director, one to the Division of Economics and Statistics, P.W.A., and one to the United States Department of Labor, prior to the 5th day of the following month. The contractor shall also furnish to the Owner, to the State Director, and to the United States Department of Labor, the names and addresses of all subcontractors on the work at the earliest date practicable.

12. Payments. -- (a) The contractor shall provide all labor, services, materials, and equipment necessary to perform and complete the work under this contract. Except as otherwise approved by the Owner, the contractor (1) shall pay for in full all transportation and utility services on or before the 20th day of the month following the calendar month in which such services are rendered, and (2) shall pay for all materials, tools, and other expendible equipment, to the extent of 90 percent of the cost thereof, on or before the 20th day of the month following the calendar month in which such materials, tools, and equipment are delivered to the project, and the balance of the cost within 30 days after completion of that part of the work in or on which such materials, tools, and other equipment are incorporated or used.

(b) Payment of Subcontractor. -- In the absence of other provisions in this contract more favorable to the subcontractor, the contractor shall pay each subcontractor, within 6 days after each payment made to the contractor, the amount allowed the contractor for and on account of the work performed by the subcontractor, to the extent of the subcontractor's interest therein.

13. Signs -- The contractor shall furnish signs bearing the legend:

"FEDERAL PUBLIC WORKS PROJECT NO. \_\_\_\_\_"

as required in the specifications and shall erect the same at such locations as may be designated by the Owner.

14. Subcontracts. -- Paragraphs 1 to 4 inclusive, 6, 8 to 13 inclusive, 17, the Regulations Issued Pursuant to So-called "Kick-Back Statute" and Section 35 of the Criminal Code, as amended, shall be inserted verbatim in all construction subcontracts under this contract.

15. Assignment of Contract. -- The contractor shall not assign this contract or any part hereof without the approval of the Owner, nor with the consent of surety unless the surety has waived its right to notice of assignment.

16. Termination for Breach. -- In the event that any of the provisions of this contract are violated by the contractor or by any of his subcontractors, the Owner may serve written notice upon the contractor and the surety of its intention to terminate such contract, such notices to contain the reasons for such intention to terminate the contract, and, unless within 10 days after the serving of such notice upon the contractor such violation shall cease and satisfactory arrangement for correction be made, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the contractor, and the contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

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17. Definitions. -- The term "Act" as used herein refers to Title I of the National Industrial Recovery Act. The term "State Director" as used herein refers to the State Director (P.W.A.) or his duly authorized representative, or any person designated to perform his duties or functions under this agreement by the Administrator. The term "Government Inspector" as used herein refers to State Engineer Inspectors, resident and assistant resident engineers, and supervising engineers, appointed by the Administrator. The term "Materials" as used herein includes, in addition to materials incorporated in the project used or to be used in the operation thereof, equipment and other materials used and/or consumed in the performance of the work. The term "Owner" as used herein refers to the public body, agency, or instrumentality which is a party hereto and for which this contract is to be performed.

The 30-hour week requirement shall be construed -

(a) To permit the limitation of not more than 130 hours' work in any calendar month to be substituted for the requirement of not more than 30 hours' work in any 1 week on projects in localities where a sufficient amount of labor is not available in the immediate vicinity of the work.

(b) To permit work up to 8 hours a day or up to 40 hours a week on projects located at points so remote and inaccessible that camps or floating plants are necessary for the housing and boarding of all the labor employed.

In case it shall be determined prior to advertisement that any project shall fall within the terms of (a) hereof, the following proviso shall apply at the end of paragraph 1(b):

And provided further. It having been determined prior to advertisement that a sufficient amount of labor is not available in the immediate vicinity of the work, that a limitation of not more than 130 hours' work in any calendar month may be substituted for the requirement of not more than 30 hours' work in any 1 week on the project.

In case it shall be determined prior to advertisement that any project shall fall within the terms of (b) hereof, the following section shall be substituted in the place of paragraph 1 (b):

(b) Hours of Labor. -- Except in executive, administrative, and clerical positions, no individual directly employed on the project shall be required to work more than 40 hours in any 1 week nor more than 8 hours in any 1 day. It having been determined prior to advertisement that the work will be performed at points so remote and inaccessible that camps or floating plants are necessary for the housing and boarding of all the labor employed, this section shall apply in lieu of the usual 30-hour terms.

REGULATIONS ISSUED PURSUANT SO-CALLED  
"KICK-BACK STATUTE"

Pursuant to the provisions of Public Act No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), concerning rates of pay for the Secretary of the Treasury and the Secretary of the Interior, the following regulations are hereby promulgated:

Section 1. Said act reads as follows:

to effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the rates of pay contracted for thereunder, and for other purposes.

It Enacted by the Senate and House of Representatives of the United States of America in Congress Assembled. That whoever shall induce or attempt to induce any person employed in the construction, prosecution, or completion of any public work, or building or work financed in whole or in part by grants from the United States, or in the repair thereof to withhold or attempt to withhold any part of the compensation to which he is entitled under his employment, by force, intimidation, threat or procuring dismissal or discharge, or by any other manner whatsoever, shall be fined not more than \$10,000, or imprisoned not more than five years, or both.

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"Sec. 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week."

Section 2. Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

State of . . . . .  
County of . . . . ., SS:

I, . . . . . (name the party signing affidavit) . . . . . (Title), do hereby certify that I am (the employee of), . . . . . (name of contractor or subcontractor) who supervises the payment of the employees of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of . . . . . (project), for the weekly pay roll period from the . . . . . day of . . . . ., 193....., to the . . . . . day of . . . . ., 193....., that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat, or otherwise, induce or receive any deductions or rebates in any manner whatsoever, from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

Sworn to before me this . . . . . day of . . . . . 193...

Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within three days after the payment of the pay roll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such three-day period to the Federal agency having control of the project.

Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or subcontractor is a corporation, such affidavit shall be executed by its president or a vice-president. In the event that the contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

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Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

The clause in the payroll affidavit which reads" \* \* \* that the attached payroll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor \* \* \*" is construed by the Public Works Administration to mean:

(a) Wages due are the wages earned during the pay period by each person employed by the contractor, less any deductions required by law.

(b) At the time of signing the affidavit, the wages due each employee have either been paid to him in full or are being held subject to claim by him.

(c) Such unpaid wages will be paid in full on demand of the employee entitled to receive them.

The clause "\* \* \* that no rebates or deductions from any wages due any such person as set out on the attached payroll have been directly or indirectly made" does not apply to any legitimate deductions mentioned above which enter into the computation of full weekly wages due.

The "Regulations Issued Pursuant to So-called 'Kick-Back' Statute" shall not be construed to prohibit deductions required by law or deductions for health, sickness, unemployment, or other similar benefits voluntarily authorized by permanent employees of equipment supplies engaged in installation of the equipment at the site of the project.

P E N A L T Y .

Section 35 of the Criminal Code, as amended, provides a penalty of not more than \$10,000 or imprisonment of not more than 10 years, or both, for knowingly and willfully making or causing to be made "any false or fraudulent statements \* \* \* or use or cause to be made or used any false \* \* \* account, claim, certificate, affidavit, or deposition, knowing the same to contain any fraudulent or fictitious statement \* \* \*" relating to any matter within the jurisdiction of any governmental department or agency.

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be and the same is hereby in all respects accepted.

Section 2. That the City Clerk be and he is hereby authorized and directed forthwith to send to the Federal Emergency Administration of Public Works three certified copies of this Resolution and three certified copies of the proceedings of this special meeting in connection with the adoption of this Resolution.

(Sgd.) G. M. STEELE

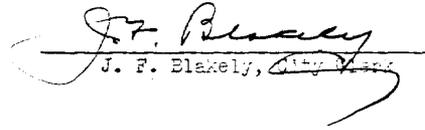
Mayor

The above resolution was seconded by Councilman Graffigna and was adopted, with the following voting aye: Councilmen, Welke, Graffigna, Spooner, Clark and Steele (Mayor); and the following voting nay: None.

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The Mayor thereupon declared said Resolution carried and the Mayor thereupon signed said Resolution in approval thereof.

WITNESSETH:

  
J. F. Blakely, City Clerk

The foregoing minutes of a special session of the City Council of the City of Lodi were read at the regular meeting of said Council held April 23, 1921 and approved without discussion.

  
Mayor of the City of Lodi